

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
GREENVILLE DIVISION**

EVANSTON INSURANCE COMPANY

PLAINTIFF

V.

NO. 4:16-CV-144-DMB-JMV

**WASHINGTON COUNTY COUNTRY
CLUB, LLC; and KEN GAILES**

DEFENDANTS

CONSENT JUDGMENT

The Court finds that the insurance policy at issue in this declaratory judgment action, Policy No. 2CU1835 (“Policy”), is void *ab initio*. The Court also finds that as of November 17, 2017, Evanston has reimbursed Ken Gailes the premium payment for the Policy in the amount of \$3,615.41.

Accordingly, **IT IS ORDERED AND ADJUDGED** that the Policy at issue in this declaratory judgment is void *ab initio*. Because no policy exists, Gailes, on behalf of the Washington County Country Club, is entitled to reimbursement of the \$3,615.41.

IT IS FURTHER ORDERED AND ADJUDGED that as of November 17, 2017, Evanston has reimbursed Gailes, on behalf of the WCCC, the premium payment for the Policy in the amount of \$3,615.41, and Evanston has no further obligation to Defendants.

IT IS FURTHER ORDERED AND ADJUDGED that this declaratory judgment action and all claims that could have been asserted by either party against the other relating in any manner to the Policy and the fire loss claim forming the basis of this litigation are hereby **DISMISSED**, with prejudice.

IT IS FURTHER ORDERED AND ADJUDGED that this judgment shall constitute the judgment in this case pursuant to Federal Rule of Civil Procedure 58, and that each party is to bear

its own costs.

This action is **DISMISSED**, though the Court shall maintain jurisdiction for purposes of enforcement of this Judgment.

SO ORDERED, this 14th day of February, 2018.

/s/Debra M. Brown
UNITED STATES DISTRICT JUDGE